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HINES CORPORATE PROPERTIES

NO. 3819 P. 2

**SECOND AMENDMENT TO AGREEMENT FOR
PURCHASE AND SALE OF REAL ESTATE
[Westings Lots 1b, 2, 3 & 4]**

This Second Amendment to Agreement for Purchase and Sale of Real Estate (this "Amendment"), is dated as of September 6, 2000, by and between NORTHERN ILLINOIS GAS COMPANY d/b/a NICOR GAS, an Illinois corporation ("Seller"), and HINES CORPORATE PROPERTIES, LLC, a Delaware limited liability company ("Purchaser").

RECITALS:

A. Purchaser and Seller entered into an Agreement for Purchase and Sale of Real Estate [Westings Lots 1b, 2, 3 & 4] effective June 30, 2000, as amended by amendment dated as of August 16, 2000 (the "Agreement"), with respect to the sale and purchase of Lots 1b, 2, 3 and 4 of Westings Corporate Community in Naperville, Illinois. Initially capitalized terms used but not defined herein, and which are defined in the Agreement, shall have the meanings ascribed to them in the Agreement or in the Declaration of Protective Covenants, Conditions, Restrictions and Easements recorded in DuPage County, Illinois on August 9, 2000, as document no. R2000-122044 (the "Declaration"), as applicable.

B. Purchaser and Seller now desire to further amend the Agreement, as more particularly set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. Agreement Regarding Declaration. So long as (i) the Agreement remains in effect or any Lot is owned by Purchaser or any Purchaser Affiliate (a "Hines Lot"); and (ii) Seller continues to own any portions of Lots 1 through 4, Seller will not cause or consent to any of the following without the prior written consent of Purchaser, but only to the extent such matter would have a Material Adverse Affect:

- (a) Modification of any existing Lot Group or creation any new Lot Group;
- (b) Addition of any property to the Declaration;
- (c) Modifications to the Design Guidelines currently in effect;
- (d) Modifications, reductions or additions to Common Areas; or
- (e) Modifications to the Declaration.

As used herein, "Material Adverse Affect" means that the applicable matter would: (i) increase the costs borne by any Hines Lot; (ii) expand the obligations or restrictions to which any Hines Lot or its Owner is subject; (iii) change the method of allocating any Common Area Costs in a way which would increase the portion of such costs borne by any Hines Lot; (iv) modify the voting rights provisions in a way which is adverse to any Hines Lot or its Owner; or (v) materially, adversely affect the use of the Common Areas for their intended purposes by any Hines Lot or its Owner or Occupants. As used herein, "Purchaser Affiliate" means any entity which is controlled by or under common control with Purchaser or Hines Interests Limited Partnership or in which Purchaser or Hines Interests Limited Partnership is directly involved in

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management of such entity.

2. Permitted Assignments. The second sentence of Paragraph 10.2 of the Agreement is hereby amended and restated as follows [added language is in italics]:

The foregoing notwithstanding, Purchaser may assign this Agreement upon written notice to Seller to any entity which is controlled by or under common control with *Purchaser or Hines Interests Limited Partnership* or in which *Purchaser or Hines Interests Limited Partnership* is directly involved in management of such entity and which assumes in writing Purchaser's obligations under this Agreement; provided that no such assignment shall relieve Purchaser of its liability hereunder.

3. No other Changes. Except as modified by this Amendment, the Purchase Agreement shall remain in full force and effect.

4. Execution in Counterparts. This Amendment may be executed in any number of counterparts, and by each party hereto on separate counterparts, each of which shall be deemed to be an original, and all of which counterparts shall together constitute one Agreement. To facilitate execution of this Agreement, the parties may execute and exchange counterparts by telephone facsimile.

[signatures on following page]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written above.

NORTHERN ILLINOIS GAS COMPANY d/b/a
NICOR GAS

By: 

Name:

David Cerotzke

Title:

Vice President

HINES CORPORATE PROPERTIES, LLC

By: 

Name: Charles N. Hazen

Title: Chief Executive Officer